

14

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 043038

2011 AUG 11 AM 9:33

Prepared by and after recording
please return to:-

MICHAEL S. THOMAS
RECORDER

Shook, Hardy & Bacon L.L.P.
2555 Grand Boulevard
Kansas City, Missouri 64106
Attention: Sandy Hawley, Esq.

*NCJ-462543-21
395 800*

(Merrillville, Indiana)

This document is intended
to be recorded in
Lake County, Indiana

MEG # 2011-043037

Document is
NOT OFFICIAL!

ASSIGNMENT OF LEASES AND RENTS


**This Document is the property of
the Lake County Recorder!**

HENDRICKS COMMERCIAL PROPERTIES, LLC,
as Assignor

To

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent,
as Assignee

Dated as of July 27, 2011



Return to:
First American Title Insurance Company
Attn: Deborah Cross
30 N. LaSalle St, Suite 2700
Chicago, IL 60602

AMOUNT \$ 39

CASH _____ CHARGE _____

CHECK # 021752

OVERAGE 100

COPY _____

NON-COM

CLERK Bo

E

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "*Assignment*"), is made effective as of July 27, 2011 (the "*Effective Date*"), by HENDRICKS COMMERCIAL PROPERTIES, LLC, a Wisconsin limited liability company ("*Assignor*"), having its principal place of business at 655 Third Street, Suite 301, Beloit, Wisconsin 53511, to and for the benefit of U.S. BANK NATIONAL ASSOCIATION, as administrative agent for the benefit of the Lenders now or hereafter party to the Credit Agreement (defined below) (the "*Assignee*"), having an address at 9900 West 87th Street, Overland Park, Kansas 66212.

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER to Assignee (for the benefit of the Lenders) the entire lessor's interest in and to: (i) any and all leases and other agreements affecting the use, enjoyment, or occupancy of all or any part of the Property (as defined in the Security Instrument (defined below), which Property includes the certain tract(s) and parcel(s) of land more particularly described in **Exhibit A** attached hereto and made a part hereof), now or hereafter made, together with any renewals, restatements, extensions, modifications or amendments of the same, including but not limited to that certain lease described on **Schedule I** attached hereto (as the same may be renewed, restated, extended, modified and otherwise amended from time to time, the "*Facility Lease*"); and (ii) all other present and future leases of the Property or any portion thereof, all licenses and agreements relating to the management, leasing or operation of the Property or any portion thereof, and all other agreements of any kind relating to the use or occupancy of the Property or any portion thereof, whether such leases, licenses and agreements are now existing or entered into after the date hereof (all of the leases and other agreements described above, including the Facility Lease, together with all other present and future leases and present and future agreements and any renewal, restatement, extension, modification and/or amendment of the same are hereinafter collectively referred to as the "*Leases*"). The term "*Leases*" shall also include all guarantees of and security for the tenants' performance thereunder, and all amendments, extensions, renewals or modifications thereto which are permitted hereunder;

TOGETHER WITH all rents, income, issues, revenues and profits arising from the Leases and renewals thereof and together with all rents, income, issues, revenues and profits from the use, enjoyment and occupancy of the Property, including, but not limited to, minimum rents, additional rents, percentage rents, deficiency rents, security deposits and liquidated damages following default under any of the Leases, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by damage to any part of the Property, all condemnation awards, all of Assignor's rights to recover monetary amounts from any Tenant (as hereinafter defined) in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults or events of default, including rejection of any Lease, and all proceeds and other amounts paid or owing to Assignor under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property (all of the rights described above hereinafter collectively referred to as the "*Rents*").

THIS ASSIGNMENT is made for the purposes of securing:

- A. The Loans in the total aggregate principal sum not to exceed SEVENTY NINE MILLION FOUR HUNDRED EIGHTY ONE THOUSAND TWO HUNDRED FIFTY AND NO/100THS DOLLARS (\$79,481,250.00), made pursuant to the terms and conditions of that certain Credit Agreement of even date herewith (as the same may be amended, renewed, restated, replaced,

supplemented, consolidated or otherwise modified from time to time, the "*Credit Agreement*"), by and among Assignor, Assignee and the Lenders party thereto, and which indebtedness may be evidenced by one or more promissory notes (as the same may be amended, renewed, restated, replaced, supplemented, consolidated or otherwise modified from time to time, herein collectively called the "*Notes*"), such indebtedness secured by, among other things, that certain mortgage or deed of trust instrument (or similar instrument) described on Schedule II, attached hereto (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the "*Security Instrument*"), covering the Property; and

- B. The performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein and in the other Loan Documents; and
- C. The discharge of the Secured Obligations (as defined in the Security Instrument) but subject to the release provisions provided for in the Security Instrument.

Any capitalized term used herein but not defined herein has the meaning set forth in the Credit Agreement.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. **PRESENT AND ABSOLUTE ASSIGNMENT.** Assignor does hereby absolutely and unconditionally assign to Assignee (on behalf of the Lenders) all of Assignor's right, title and interest in, to and under all current and future Leases and Rents, it being intended by Assignor that this assignment constitute a present, absolute and unconditional assignment, and not an assignment for security purposes only, and to the extent permitted by applicable law, Assignee's right to the Leases and Rents is not contingent upon, and may be exercised without possession of, the Property. Subject to the terms of this Section, Assignee confers upon Assignor a revocable license ("*License*") to collect and retain the Rents as they become due and payable, until the occurrence of an Event of Default (as defined in the Credit Agreement). Upon occurrence of an Event of Default, the License shall be automatically revoked and Assignee shall immediately be entitled to collect, receive and apply the Rents pursuant to the terms hereof without notice and to the extent permitted by applicable law, without taking possession or control of the Property. Assignor hereby grants and assigns to Assignee the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents.
2. **REMEDIES OF ASSIGNEE.** Upon or at any time after an Event of Default, Assignee may, at its option, and to the extent permitted by applicable law, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Secured Obligations, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Property and have, hold, manage, lease and operate the Property on such terms and for such period of time as Assignee may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and may apply the Rents to the payment of the following, in such order and proportion as Assignee in its sole discretion may determine: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or

desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, premiums for all insurance which Assignee may deem necessary or desirable, the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Secured Obligations (including all costs and reasonable attorneys' fees). In addition to the rights which Assignee may have herein, upon the occurrence of an Event of Default, Assignee may, at its option, and to the extent permitted by applicable law, either require Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in possession of Assignor or may require Assignor to vacate and surrender possession of the Property to Assignee or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. For purposes of Sections 1 and 2 hereof, upon and during the continuance of any Event of Default, Assignor shall be deemed to have granted to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Property. The exercise by Assignee of the option granted it in this Section and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default under any of the Loan Documents.

3. **NO LIABILITY OF ASSIGNEE OR INDEMNIFIED PARTIES.** The Assignee, its successors and assigns and their respective shareholders, directors, officers, employees, and agents are each an ***"Indemnified Party"*** and are collectively referred to herein as the ***"Indemnified Parties."*** Assignee shall not be liable for any loss sustained by Assignor resulting from the failure of Assignee to let the Property after an Event of Default or from any other act or omission of Assignee in managing the Property after an Event of Default except to the extent resulting from the gross negligence or willful misconduct of Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment, and Assignor shall, and hereby agrees to, indemnify the Indemnified Parties for, and to hold the Indemnified Parties harmless from, any and all losses, claims, damages, penalties, judgments, liabilities and expenses (including without limitation, all expenses of litigation or preparation therefor (including reasonable fees, charges and disbursements of outside counsel) whether or not any Indemnified Party is a party thereto) which any of them may pay or incur arising out of or relating to: (a) the Leases or this Assignment, and (b) any alleged obligations and undertakings on its part to be performed or discharged with respect to any of the terms, covenants or agreements contained in the Leases (except as to an Indemnified Party, to the extent same are caused by the gross negligence or willful misconduct of such Indemnified Party). Should any Indemnified Party incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Security Instrument and other Loan Documents, and Assignor shall reimburse such Indemnified Party therefor immediately upon demand. Upon Assignor's failure to do so, such Indemnified Party may, at its option, exercise any and all remedies available to such Indemnified Party under the Loan Documents. This Assignment shall not operate to place any obligation or liability upon Assignee for the control, care, management or repair of the Property or for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed on the Property, including without limitation the presence of any hazardous materials on the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or other Person, other than to the extent caused by the gross negligence or willful misconduct of Assignee.

4. **ASSIGNOR AFFIRMATIVE COVENANTS.** Assignor covenants with Assignee that Assignor shall, at Assignor's sole cost and expense: (a) perform all obligations of the landlord under the Leases and use reasonable efforts to enforce performance by the tenants of all obligations of the tenants under the Leases; (b) promptly upon Assignee's request, deliver to Assignee a copy of each requested Lease and all amendments thereto and waivers thereof; and (c) promptly upon Assignee's request, execute and record any additional assignments of landlord's interest under any Lease to Assignee and specific subordinations of any Lease to the Security Instrument, in form and substance satisfactory to Assignee.
5. **ASSIGNOR NEGATIVE COVENANTS.** Unless consented to in writing by Assignee (in its sole and absolute discretion) Assignor shall not: (a) enter into any Lease regarding the Property; (b) grant any tenant under any Lease any option (other than options to extend or renew the term), right of first refusal or other right to purchase all or any portion of the Property under any circumstances; (c) grant any tenant under any Lease any right to prepay rent more than one (1) month in advance; (d) except upon Assignee's request, execute any assignment of landlord's interest in any Lease; (e) collect rent or other sums due under any Lease in advance, other than to collect rent one (1) month in advance of the time when it becomes due; (f) reduce any rent or other sums due under any Lease; (g) terminate or materially modify or amend any Lease or any guaranty executed in connection with such Lease or in any manner release or discharge the tenant under any Lease or the guarantor under any guaranty of the Lease from any material obligation thereunder; (h) consent to any assignment or subletting by any tenant under a Lease; or (i) subordinate or agree to subordinate any Lease to any other deed of trust, deed to secure debt or mortgage (other than the Security Instrument). Any such attempted action in violation of the provisions of this Assignment shall be null and void.
6. **NOTICE TO TENANTS.** Assignor hereby authorizes and directs tenants named in the Leases or any other or future tenants or occupants of the Property (each, a "*Tenant*" and, collectively, the "*Tenants*") upon receipt from Assignee of written notice to the effect that an Event of Default exists under the Credit Agreement or under the other Loan Documents, to pay over directly to Assignee all Rents and to continue so to do until otherwise notified by Assignee, without further notice or consent of Assignor and regardless of whether Assignee has taken possession of the Property, and Tenants may rely upon any written statement delivered by Assignee to Tenants without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of Assignor to the contrary. Assignor further agrees that it shall have no right to claim against any of Tenants for any such Rents so paid by Tenants to Assignee and that Assignee shall be entitled to collect, receive and retain all Rents regardless of when and to whom such Rents are and have been paid and regardless of the form or location of such Rents. Any such payment to Assignee shall constitute payment to Assignor under the Leases, and upon and during the continuance of an Event of Default, Assignor shall be deemed to have appointed Assignee as Assignor's lawful attorney-in-fact for giving, and Assignee is hereby empowered to give, acquittances to any Tenant for such payment to Assignee after an Event of Default. Any Rents held or received by Assignor after a written request from Assignee to Tenants for the payment of Rents shall be held or received by Assignor as trustee for the benefit of Assignee (on behalf of the Lenders) only. Assignee may apply, in its sole discretion, any Rents collected by Assignee against any Secured Obligation or any other obligation of Assignor or any other person or entity, under any document or instrument related to or executed in connection with the Loan Documents, whether existing on the date hereof or hereafter arising. Collection of any Rents by Assignee shall not cure or waive any Event of

Default or notice of Default or Event of Default or invalidate any acts done pursuant to such notice.

7. **RENTAL OFFSETS.** Except for the rights of Tenant to any rent reductions as the result of casualty or condemnation as set forth in a Lease, or any other action or activity specifically contemplated under the Facility Lease that could lead to a reduction in rent thereunder, if Assignor becomes aware that any Tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Assignor shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (ii) notify Assignee thereof and of the amount of said set-offs, and (iii) within ten (10) days after such accrual for a valid set-off, reimburse Tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall effectively assure that Payments thereafter due shall continue to be payable without set-off or deduction.
8. **SECURITY DEPOSITS.** All security deposits of Tenants, whether held in cash or any other form, shall be treated by Assignor as trust funds, but may be commingled with any other security deposit funds held by Assignor. Any bond or other instrument which Assignor is permitted to hold in lieu of cash security deposits under applicable legal requirements (i) shall be maintained in full force and effect unless replaced by cash deposits as hereinabove described, (ii) shall be issued by an entity reasonably satisfactory to Assignee, (iii) shall, if permitted pursuant to legal requirements, name Assignee as payee or beneficiary thereunder (or at Assignee's option, subject to applicable Assignor requirements, be fully assignable to Assignee), and (iv) shall, in all respects, comply with applicable legal requirements and otherwise be reasonably satisfactory to Assignee. Assignor shall, upon request, provide Assignee with evidence reasonably satisfactory to Assignee of Assignor's compliance with the foregoing. Following the occurrence and during the continuance of any Event of Default, Assignor shall, upon Assignee's request, if permitted by applicable legal requirements, turn over to Assignee the security deposits (and any interest theretofore earned thereon) with respect to all or any portion of the Property, to be held by Assignee subject to the terms of the Leases.
9. **OTHER SECURITY.** Assignee may take or release other security for the payment of the Secured Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Secured Obligations without prejudice to any of its rights under this Assignment.
10. **OTHER REMEDIES.** Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Secured Obligations and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.
11. **NO MORTGAGEE IN POSSESSION.** Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor (except to the extent such liability is caused by Assignee's gross negligence or willful misconduct).

12. **ESTOPPEL CERTIFICATES.** Within thirty (30) days after request by Assignee, Assignor shall deliver to Assignee and to any party designated by Assignee, estoppel certificates relating to the Leases executed by Assignor and by each of the Tenants, in form and substance acceptable to Assignee.
13. **NO ORAL CHANGE.** This Assignment may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
14. **CERTAIN DEFINITIONS.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeable in singular or plural form and the word "**Assignor**" shall mean each Assignor and any subsequent owner or owners of the Property or any part thereof or any interest therein, the word "**Assignee**" shall mean Assignee and any subsequent administrative agent under the Credit Agreement, the word "**Property**" shall include any portion of the Property and any interest therein, whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.
15. **NON-WAIVER.** The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (a) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment or the other Loan Documents. Assignee may resort for the payment of the Secured Obligations to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Secured Obligations, or any portion thereof or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.
16. **INAPPLICABLE PROVISIONS.** If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.
17. **COUNTERPARTS.** This Assignment may be executed in any number of counterparts each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.
18. **GOVERNING LAW.** THIS ASSIGNMENT IS GOVERNED BY, AND CONSTRUED ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF KANSAS EXCEPT (A) AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND (B) THAT THE CREATION, PRIORITY, VALIDITY AND PERFECTION OF THE LIEN GRANTED HEREBY, AND THE REMEDIES GRANTED HEREIN (INCLUDING, WITHOUT

LIMITATION, THE ASSIGNEE'S RIGHTS TO ATTACHMENT OF RENTALS FOLLOWING AN EVENT OF DEFAULT), SHALL BE GOVERNED BY THE APPLICABLE LAWS OF THE JURISDICTION IN WHICH THE LAND (AS DEFINED IN THE SECURITY INSTRUMENT) IS LOCATED.

19. **CONSENT TO JURISDICTION.** ASSIGNOR AND ASSIGNEE HERETO CONSENT, UNCONDITIONALLY AND IRREVOCABLY, TO THE NONEXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS IN THE STATE OF KANSAS WITH RESPECT TO ANY PROCEEDING RELATING TO ANY MATTER, CLAIM OR DISPUTE ARISING UNDER THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY OTHER THAN PURSUIT OF A JUDGMENT ON ONE OR MORE OF THE NOTES, WHERE SUIT IS ALSO BROUGHT AS NEEDED IN THE STATE WHERE THE LAND IS LOCATED, TO TAKE JURISDICTION OF THE PROPERTY. ASSIGNOR FURTHER CONSENTS, GENERALLY, UNCONDITIONALLY AND IRREVOCABLY, TO THE NONEXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE WHERE THE LAND IS LOCATED, IN RESPECT OF ANY PROCEEDING RELATING TO ANY MATTER, CLAIM OR DISPUTE ARISING WITH RESPECT TO THE PROPERTY INCLUDING BUT NOT LIMITED TO FORECLOSURES. ASSIGNOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS, GENERALLY, UNCONDITIONALLY AND IRREVOCABLY, AT THE ADDRESSES SET FORTH HEREIN IN CONNECTION WITH ANY OF THE AFORESAID PROCEEDINGS IN ACCORDANCE WITH THE RULES APPLICABLE TO SUCH PROCEEDINGS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW HAVE OR HAVE IN THE FUTURE TO THE LAYING OF VENUE IN RESPECT OF ANY OF THE AFORESAID PROCEEDINGS BROUGHT IN THE COURTS REFERRED TO ABOVE AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ASSIGNEE TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR TO COMMENCE PROCEEDINGS OR OTHERWISE PROCEED AGAINST ASSIGNOR IN ANY JURISDICTION.
20. **SUCCESSORS AND ASSIGNS.** Assignor may not assign its rights under this Assignment. Assignor hereby acknowledges and agrees that Assignee may assign this Assignment without Assignor's consent. Subject to the foregoing, this Assignment shall be binding upon Assignor, its successors and assigns and shall inure to the benefit of Assignee, its successors and assigns.
21. **TERMINATION OF ASSIGNMENT.** Upon indefeasible payment in full of the Secured Obligations or the earlier release of the Security Instrument in accordance with the terms thereof, this Assignment shall become and be void and of no effect. Notwithstanding the foregoing, Assignee agrees to execute and deliver such satisfaction, release or discharge and to record such satisfaction, release or discharge (at Assignor's sole cost and expense) as the Assignor may reasonably request.
22. **CONFLICT.** If any conflict or inconsistency exists between the terms and provisions of this Assignment and the terms and provisions of Article 3 of the Security Instrument, the terms and provisions of this Assignment shall control.

THIS ASSIGNMENT shall inure to the benefit of Assignee, on behalf of the Lenders, its successors and assigns, and shall be binding upon Assignor, and Assignor's heirs, executors, administrators, successors and assigns and any subsequent owner of the Property.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Leases and Rents as of the day and year set forth above.

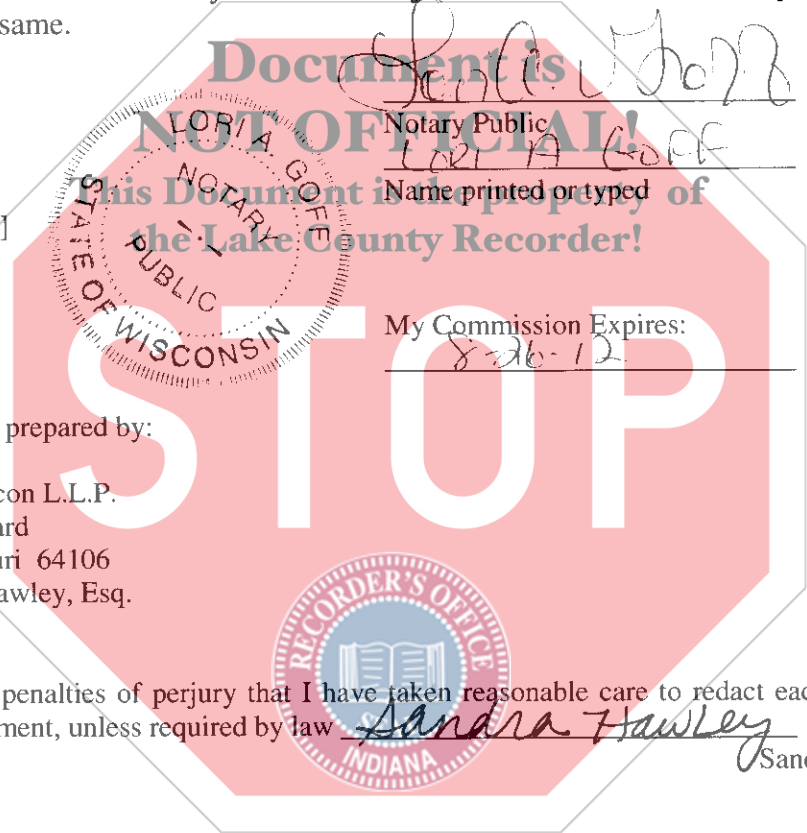
HENDRICKS COMMERCIAL PROPERTIES, LLC,
a Wisconsin limited liability company

By: [Signature]
Name: Diane M. Hendricks
Title: Manager / CEO

STATE OF WISCONSIN)
) ss
COUNTY OF ROCK)

On this 21 day of July, 2011, before me personally appeared the above-named Diane M. Hendricks as authorized signatory of Hendricks Commercial Properties, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument on behalf of and by the authority of such limited liability company, and acknowledged the same.

[NOTARIAL SEAL]



This instrument was prepared by:

Shook, Hardy & Bacon L.L.P.
2555 Grand Boulevard
Kansas City, Missouri 64106
Attention: Sandy Hawley, Esq.

"I affirm under the penalties of perjury that I have taken reasonable care to redact each social security number in this document, unless required by law Sandra Hawley Sandy Hawley, Esq."

Exhibit "A"

Description of Land

Property Address: 6501 Broadway, Merrillville, IN

Legal Description: See attached legal description



Exhibit "A"

Legal Description

Real property in the City of Merrillville, County of Lake, State of Indiana, described as follows:

A PARCEL OF LAND IN THE WEST HALF OF THE WEST HALF OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE GRAND TRUNK RAILWAY AND THE WEST LINE OF SAID SECTION 10, AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 315.88 FEET; THENCE EAST AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 580.25 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 434.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID GRAND TRUNK RAILWAY; THENCE WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID GRAND TRUNK RAILWAY A DISTANCE OF 592.13 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

APN:



SCHEDULE I

LEASE

Industrial Building Lease dated March 1, 2004, executed by Hendricks Commercial Properties, LLC, as Landlord, and American Builders & Contractors Supply Co., Inc., as Tenant, as renewed, extended, modified and amended from time to time, regarding premises located at 6501 Broadway, Merrillville, Indiana.



SCHEDULE II

SECURITY INSTRUMENT

That certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated on or about the date hereof, executed by Assignor in favor of Assignee, as Administrative Agent, regarding the tract(s)/parcel(s) of land described in Exhibit A attached to this Assignment and related property, and filed for record in the applicable recording office of the County in which such tract(s)/parcel(s) are located.

